CONTRACT

June 21, 2007

Prepared for:

Owen County, Indiana

To Provide:

Layer Development; Interface; Software Licenses

WTH
WHERE TECHNOLOGY HAPPENS

• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •
• Phone (317) 259-0105 • Fax (317) 259-1423 •
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OVERVIEW

Owen County, Indiana (the "Client") requires certain GIS and/or mapping related products and services for use in land information. WTH Technology, Inc. (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Think GIS™ Software

The Client will be provided with **(1) Think GIS™ Editor license(s)**. This software may be installed on stand alone computers or on a server but use of the software is limited to **(1)** computers. Each computer where Think GIS™ is used must be registered with the Company. The hardware/system requirements for using the Think GIS™ software are as follows.

SYSTEM REQUIREMENTS	MINIMUM	RECOMMENDED
Operating System**	Win2000, WinXP	Windows XP
Processor	Pentium or equivalent	Pentium 4 (2 GHz or faster)
Memory (RAM)	128 MB	512 MB
Available hard disk space required on server or stand alone computers	500 MB for software + map layers. Plus 2 to 80 GB for digital aerial photography images depending on coverage area and resolution	80 GB (Based upon Digital Aerial Photography needs)
Available hard disk space required on workstations when data stored on server	Less than 50 MB	
Video	15" monitor capable of displaying 16 bit color at 800 X 600 resolution or better	17" monitor, 16 bit color, 1024 X 768 resolution
Internet Access (Required for support services)	Dial-up connection with minimum connection speed of 46K	DSL/T1 Connection
Other	CD drive, mouse, keyboard	Laser Printer (with 96 MB of internal memory) Or Color Printer (with 128 MB of internal memory)

*All computers must be current on all Microsoft Windows Critical Updates and Service Packs.

Think GIS™ is a complete "distributed-user" GIS (Geographic Information System) System. Completely user-friendly, Think GIS™ allows the user to view, edit and create GIS data. Think GIS™ excels as a stand-alone system, or can be used in conjunction with other GIS software to enhance the viewing capabilities of other agencies, departments or users. Think GIS™ software's Microsoft® .NET™ user control allows it to interface with other software programs to enhance each application's functionality, including tax records and assessment programs and 911 systems.

Included with each Think GIS™ software license is a complete suite of advanced editing and analysis tools. Built with simplicity in mind, Think GIS™ is equipped with robust indexing and searching capabilities.

Base Map Layer(s): Owen County, Indiana

Think GIS™ will be delivered with the following data layers currently in use within the County's 911 Public Safety Department.

- 2005 Aerial Photography
- Roads, Highways, Railroads
- Addresses

- County and Township Boundaries
- Water
- Other layers used in Public Safety

These data layers will serve as the base map for the land information layer development described within this contract.

Property Lines and Parcel Conversion

The Company will import the Client's existing digital plat maps from Auto Cad, include any blowup pages and subdivision maps and tile them all together into one continuous map layer. Several layers will be created such as parcel, subdivision, lot lines, land hooks, etc. The Company will fit and adjust the digitized plat into its visual location on the aerial photography. The Company will correct the location of each plat page to make them line up with the Client's 2005 ortho-rectified photography and with each other.

In the case of questions during the creation of the parcel layer, copies of the questionable parcel information will be sent to the Client for resolution. In the case that the Auto Cad file does not contain a parcel number for any specific parcel in a plat sheet the Company will not manufacture a new number. These questionable parcels will be identified for the Client to provide the number.

- The finished map will show all township and range lines, section lines, platted subdivision boundaries, subdivision lot lines, parcel lines, parcel dimensions, and land hooks.
- Pricing is based on an estimate of 16,000 parcels. Additional parcels over 16,200 will be completed at a cost of $6.00 each.

Soil Classifications

It appears there is an AutoCAD layer that contains the soils for the county. It appears that this is the same that is available for download from the USDA/NRCS. If the Client wishes to use a different layer than the one that is available from the USDA/NRCS then additional costs may be incurred.

Digital soils data is available through the USDA/NRCS soils website. The Company will download the file and add it to the map as a layer to be used with the other data layers that will be created. The Client will need to obtain the productivity factors for the new soils classifications.

OPTIONAL PRODUCTS AND SERVICES

Property Records Interface

The Client has requested that the Company provide a Property Records Interface in order to accommodate the operation of the Client's system.

The Company will create a match between the parcel data in the mapping system and the property data in the Client's property records system. A 100% match cannot be guaranteed for many reasons (i.e. missing data in taxation system and plat maps, misspellings, etc.). A copy of the database must be obtained once the parcel conversion begins to ensure the highest quality of data accuracy.

In order to ensure the highest possible level of data accuracy, a Reconciliation Report will be created once the database is received and the parcel data is reviewed. A preliminary comparison of a sample area of the Client's Plat Data against the Property Records Data will be performed. This Reconciliation Report will contain a list of matches that were attempted and the result. A meeting will be scheduled to discuss the results of this report with the Client. The result of this meeting should be one of the following:

1. The client determines that more data should be captured during creation of the parcel layer.

2. The client determines that they will be responsible for rectifying the data in the Property Records Database prior to completion of the Data Interface.

3. The client determines they would require the Company to assist in the rectification of the data in the Property Records Database prior to completion of the Data Interface.

Items 1 and 3 could possibly require additional work on the part of the Company and therefore alter the terms of this contract.

In addition to the fields identifying each parcel number, additional fields can be added to the parcel layer to include more detailed property information such as owner name, acreage, property description, etc. This same information is currently stored and maintained by the Client in a separate tax records and/or assessment software program provided by another vendor. Therefore, in order to eliminate the need for redundant data maintenance, the Company will provide the Client with an interface between the mapping software and the tax or assessment records database. This interface can be ran as either a nightly batch process that updates every parcel on the map with the latest property information or as a real time interface that retrieves the latest property information on a case by case basis each time the user clicks on a parcel on the map. In either case, the result will be an enhanced way of graphically viewing and querying the property information while the Client continues to use their existing software to maintain these records. This interface will require that the Client's tax or assessment software vendor make this data available to the Company. Some tax/assessment software vendors may have additional charges for their end of this interface.

CUSTOMER SERVICE AND MAINTENANCE

On-Site Installation and Training
When the project is completed, the Company will install the software and all data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

Think GIS™ Customer Support
The Company will provide the following services as part of an annual service agreement. These services are to be paid for at the beginning of each 12 month period.

- **Software Upgrades**
  Any enhancements made to the Think GIS™ system during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.

- **Phone Support**
  Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.

- **Off Site Data Backup**
  The Company will maintain a backup of any Map Data transferred via the synchronization process. This data can be restored to the Client's computer(s) at their request.

- **Pre-Contract Technical Counsel**
  The Company will assist the Client in any pre-contract technical decision that needs to be made regarding digital data interfacing with the Think GIS™ GIS system. The Company's wide range of experience will aid the Client in making efficient decisions for the Client and the Think GIS™ product.

- **UDX™ (Universal Data Exchange Network) Subscription**
  This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments and receive Think GIS™ program updates on a regular basis. Remote users who have Internet access on their computer will be able to automatically connect to the Company's server and send or receive map updates. With this in place, any user responsible for maintaining one or more layers can upload their changes to a remote server and all other users will be able to download these layers so that they are up-to-date on a regular basis. This option does not require the Client to have a network, simply an Internet connection. The Company will work with the staff to achieve a desirable method of updating information.

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DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	150 Days	(1) Think GIS™ Editor Licenses	30 Days[(1)]	$ 1,500.00
Delivery	150 Days	Land Information Conversion	30 Days[(1)]	$ 96,000.00
Delivery	150 Days	Onsite Installation and Training	30 Days[(1)]	$ 2,400.00
Delivery	150 Days	Property Record Interface	30 Days[(1)]	$ 5,000.00
Total GIS Cost			**TOTAL**	$ 104,900.00
Payment Schedule[(1)]	**$87,200.00 will be invoiced in 2007, $17,700.00 will be invoiced March 2008**			
	Annual Customer Service and Maintenance[(2)]		30 Days	$ 6,000.00

[(1)] The Company will invoice the customer on a monthly basis based on the number of months until the project is completed unless provided for in a separate payment schedule set forth by the Company and agreed to by the Client. The dates to the final completion date will begin after the signing of this contract and the delivery of all source materials by the Client. The delivery and invoice dates will be reviewed once the contract is signed and may be adjusted if needed.

[(2)] The Company reserves the right to increase the Annual Customer Service and Maintenance.

GENERAL TERMS

Entire Agreement – This Agreement represents the entire agreement between the Client and the Company.

Governing Law – This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

Severability – In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

Amendments – This Agreement may be amended or modified only by the mutual written agreement of the Client and Company.

Notices – All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, and other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth in the Signature Page of this Agreement.

Signing in Counterparts – This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one in the same.

Agreement Term and Renewal – This Agreement shall become effective for the Client and the Company at such time that the Client and the Company signs this Agreement and shall remain in effect through the one year anniversary of this Agreement. This Agreement shall automatically renew itself for succeeding one year terms for the Client and the Company, unless that Party delivers a written Notice of Intent to Not Renew at least 60 Days prior to the one year expiration date of this Agreement.

Addresses and Contacts for Notification Purposes:

Contact:	Contract Administration	Contact:		
Company:	WTH Technology, Inc.	Client:	Owen County, Indiana	
		County:	Owen County, IN	
Address:	567 W. Westfield Blvd.	Address:		
City/State/Zip:	Indianapolis, IN 46208	City/State/Zip:		
Email:		Email:		
Phone:	(317) 259-0105	Phone:		
Fax:	(317) 259-1423	Fax:		

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _22nd_ day of _June_ 2007

Company:
WTH Technology, Inc.

Signature: _[signature]_

Name: Rex Jones

Title: President

Date: 6/22/07

Signature: _____

Name: _____

Title: _____

Date: _____

Client:
Owen County, Indiana

Signature: _Wiley Truesdel_

Name: _Wiley Truesdel_

Title: _President Board_

Date: _6/22/07_

Signature: _[signature]_

Name: _STEVE WILLIAMSON_

Title: _Comm_

Date: _6/22/07_

Signature: _[signature]_

Name: _STEVE REDENBAUGH_

Title: _Comm_

Date: _6-22-07_

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